

Exhibit 5

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THE ASSOCIATED PRESS

DIGITAL USE AGREEMENT

This Associated Press Digital Use Agreement (the "Agreement"), dated as of 12/15/2011, is supplemental to the Membership Agreement between The Associated Press ("AP") and RE Media Group (the "Member") and any other agreements supplemental to that agreement (the "Membership Agreement"). This Agreement supersedes all other agreements between AP and Member regarding the subject matter of this Agreement.

Section 1. License.

1.1. Subject to the terms and conditions set forth in this Agreement, AP hereby grants to Member a non-exclusive, non-transferable limited license to:

1.1.1. publicly display a selection of AP news material from the AP news services licensed for print use to each Member under the Membership Agreement (the "AP Services"), reproduce and distribute the AP Services to facilitate such public display, and incorporate the facts, news, information and intelligence from the AP Services (the "AP Material") in the Member Digital Services, as further defined in Section 1.2 below, in order to allow individuals ("Users") to access and use the AP Services or the AP Material in the Member Digital Services for personal, non-commercial use only;

1.1.2. prepare derivative works of the AP Services, including edited or rewritten versions of the AP Services, or otherwise include portions of the AP Material in its own content, for inclusion in the Member Digital Services;

1.1.3. distribute from the Member Digital Services, the headlines of text stories from the AP Services to Users in the form of a Really Simple Syndication (RSS) (or similar) feed along with a brief summary of the story, so long as such headlines contain a hyperlink back to the text of the associated AP story on the associated Member Domain, and so long as the summary is limited to a brief description of the contents of the story, but does not contain sufficient detail to allow a User to receive the full benefit of the story and in no instance shall be longer than 30 words; and

1.1.4. allow Users to reproduce a single copy of individual items contained in the AP Services for their personal use only and not for commercial use, resale or redistribution in any manner; and allow Users to forward through the Member Digital Services stories to individuals for non-commercial, personal use only (e.g., "email this story to a friend"). Member may not license the use of the AP Services for inclusion by Users in weblogs or other personalized sites.

1.2. For purposes of this Agreement, the "Member Digital Services" shall mean collectively (i) the Internet-based services listed in Attachment A, and accessible to Users (as further defined below) via the Internet site with the Universal Resource Locator ("URL") address associated with each Member's Internet Service in Attachment A (the "Member Domain"); (ii) the services listed in Attachment A that operate under the Member's brand and deliver via electronic mail or downloading to handheld electronic devices to Users (for non-commercial, personal use only), headlines and a brief summary (not to exceed 30 words), so long as such headlines contain a hyperlink back to the text of the associated story on the Member Digital Services ("Alert Service"); (iii) the RSS or similar feeds described in Section 1.1.3 above; and (iv) any interactive wireless services or applications for delivery of content to personal mobile, wireless and Internet devices of Users, including without limitation, cellular phones, smart phones, e-reader devices, tablets, palmtop and handheld computers, wireless modems used with mobile personal computers and devices performing similar functions, with the express exception of social networking services, mobile DTV, mobile television and mobile digital radio which shall not be

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included in the Member Digital Services, listed in Attachment A that the Member uses to provide general news and information to Users (a "Wireless Service"); provided, however, that the Member Digital Services must be provided to Users for personal, non-commercial use only and Member may not knowingly provide its Member Digital Services for use by Users in a business or other commercial enterprise.

- 1.3. Member shall update Attachment A annually each March during the term of this Agreement in writing in a form specified by AP, with any qualifying Member Digital Services through which Member makes available the AP Services and/or AP Material pursuant to the license granted in Section 1.1 above.

Section 2. Limitations on Use of AP Services and AP Material by Member. The license granted to Member in Section 1 above is conditioned upon Member's compliance with the following:

- 2.1. Member's use of the AP Services and the AP Material on the Member Digital Services is limited to news use only. The Member Digital Services prepared under Section 1.1 above, principally must target Member's market or the specific news and information interests of Member's market. As used in this Agreement, the phrase "Member's market" shall mean the geographic region that substantially corresponds to a Member's newspaper circulation, as well as the area reasonably beyond and inclusive of such geographic region in which Member's news is of substantial interest. Notwithstanding the foregoing, incidental reception by Users outside of Member's market shall not be a violation of this Section.
- 2.2. Member may display reasonable portions, but not the entirety or substantial entirety, of individual AP Services. Member will not archive or otherwise retain any AP Services or the AP Material in an on-line or wireless electronically retrievable format for retrieval by Users for more than 30 days without the express written permission of AP; provided that the foregoing limitation shall not apply to: (a) any electronic archive of the Member's newspaper including the AP Services or AP Material included in the Member's newspaper where the archival is of the entire contents of the printed newspaper and is for the sole purpose of substantiating any stories published in the newspaper; (b) electronic archive of AP Services or AP Material incorporated as a part, but not the entirety, of an online presentation of news material related to a specific event (e.g., data and photographs from the 2010 Winter Olympics, photographs of the Haiti Earthquake); and (c) any internal archive retained by the Member solely for editorial, administrative or legal purposes. Archival rights under part (b) above shall terminate upon termination of either this Agreement or the Membership Agreement under which the archived AP Services are licensed by AP to Member.
- 2.3. Except as authorized under this Agreement and the Membership Agreement, Member may not use the AP Services or the AP Material or any derivative works of the AP Services or the AP Material that incorporate a substantial part of the AP Services or the AP Material. AP shall retain all right, title and interest in and to the AP Services and the AP Material, including, without limitation, the copyright.
 - 2.3.1. Member may present the AP Services and AP Material on the Member Digital Services only in the name of the Member associated with that particular Member Digital Service or under a brand wholly owned and controlled by Member. For purposes of clarification, this is not intended to supersede requirements set forth in Section 2.1 above.
 - 2.3.2. Member may not co-brand the Member Digital Services with any third party without the express written permission of AP, with the exception that Member may co-brand the Member Digital Services with (i) a brand of an AP member under common ownership and control as Member for so long as it is licensed at the same level of AP Services as Member and subject to a Digital Use Agreement with AP; or (ii) a brand of an AP member that is not under common ownership and control as Member so long as it is licensed at the same level

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of AP Services as Member, subject to a Digital Use Agreement with AP. For purposes of clarification, this is not intended to supersede requirements set forth in Section 2.1 above. For the avoidance of doubt, this provision is meant to prevent the presentation of AP Services and AP Material under a third party brand which is not licensed to publicly display AP Services and AP Material, but it is not meant to prevent corporate sponsorship of specific news sections (e.g., Sports, Business) of the Member Digital Services or to restrict Member's ability to display advertising alongside AP news material on the Member Digital Services.

2.3.3. Member agrees it shall not make the AP Services or the AP Material available to any other Member, person, third party or affiliate, except with the express written permission of AP.

2.3.4. Member may not use AP Services or the AP Material for any other purpose or platform not expressly approved herein, including other URLs, CD-ROM publishing, audiotex, email, fax-on-demand, MP3 devices or other wired or wireless devices, except with the express written permission of AP.

2.4. Member may use photos or graphics (collectively, "Images") from the AP Service in the Member Digital Services, unless otherwise restricted. Images may be made available on the Member Digital Services at a resolution of 640 by 480 pixels or lower or as notified by AP in its sole discretion from time to time.

2.5. Member may use Images for news use only. AP conveys no trademark rights or rights of personality or publicity in the Images. Member shall not associate the Images with the promotion or sale of any product or service, or associate the Images with any content that would falsely bring the subject of the Image into disrepute.

Section 3. Assessment. Member's rights granted under this Agreement are subject to the payment of assessments under the Membership Agreement and any agreements supplemental to the Membership Agreement, and to the consideration granted by Member to AP in Section 5 below and the information provided by Member in Section 1.3 above.

Section 4. Term of Agreement. The term of this Agreement shall commence on the date when this Agreement is signed by AP and shall continue for a period of one year, and shall renew thereafter for subsequent terms of one year. However, if the Member Agreement is terminated or suspended, this Agreement too shall be likewise terminated or suspended. Either party may terminate this Agreement by providing at least 90 days written notice prior to the end of any term.

Section 5. Member Covenants.

5.1. AP Services and AP Material used in the Member Digital Services will be labeled as copyrighted AP material and credited to AP as the source of such material as described in Attachment B. Member shall incorporate the form of notice of terms and conditions applicable to the AP Services and AP Material as described in Attachment B. Proper credit and incorporation of the form of notice by Member in the Member Digital Services, in accordance with Attachment B, as the same may be updated by AP from time to time, is a material part of this Agreement and constitutes a portion of the consideration to AP from Member.

5.2. On or before January 1, 2012, Member shall display a prominent link within Member's own terms and conditions page to an electronic page hosted by AP, or AP's designee, at AP's cost and expense, containing terms and conditions regarding the AP Services and AP Material (the "AP Link"). This obligation shall be satisfied by displaying the AP Link in association with the form of notice of terms and conditions applicable to the AP Services and AP Material in Attachment B(1). AP shall provide member with the information necessary to display the AP Link and shall promptly update this information when necessary. AP may update the terms and conditions

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located at the AP Link from time to time so long as such updates do not derogate from the rights expressly granted to Member in this Agreement. Display of the AP Link is a material part of this Agreement and constitutes a portion of the consideration to AP from Member.

- 5.3. Effective as of June 1, 2012, in connection with exercising its rights in Section 1.1 above, Member will adopt and implement the "Metadata Template" and the "Web Beacon", along with any required privacy policy disclosures. Collectively, the Metadata Template and the Web Beacon shall be referred to herein as the "News Licensing Format". The News Licensing Format, as well as any required privacy policy disclosures, shall be defined in technical specifications provided to Member by AP and updated by AP from time to time upon reasonable notice to Member. Member shall implement the News Licensing Format on all content (to the extent required by AP's technical specifications) from the AP Services and AP Material distributed via the Member Digital Services. In the event that AP updates the technical specifications to enable implementation of the News Licensing Format with photographs or makes other changes that would require development and implementation by Member, Member shall implement such specifications in a reasonably timely manner. AP may use for any purpose the information that AP, or its designee, collects from the Web Beacon so long as AP does not release to unaffiliated third parties any data that would uniquely identify any Member Digital Services.
- 5.4. Member agrees to not interfere with any copyright protection mechanism or copyright management information system, including any watermark, employed by AP. Member shall not interfere with or impair the function of any digital identification or tracking devices provided by AP with the AP Services.
- 5.5. Member will provide AP with prompt written notice of any changes in any of the URLs or wireless carriers listed in Attachment A.
- 5.6. Member will promptly notify AP of any unauthorized use, of which Member becomes aware, of AP Services or AP Material. Member agrees, if and when requested by AP, to use reasonable commercial efforts to cooperate in AP's investigation and prosecution of acts that violate AP's copyright or other rights in the AP Services or AP Material.

Section 6. Kills, Corrections and Substitutions; Advances and Embargoes; Unavailable Services.

Member will promptly make all kills, corrections and substitutions, and abide by all advance, hold for release, embargo notices or other restrictions on AP Services. Member may not use any material from the AP Service in the Member Digital Services slugged or identified as "advisory", "on-line out" or "not for publication." Member acknowledges that certain AP Services may have restrictions, prohibitions or other limitations, which may prohibit or require additional permission from AP or a third-party for use in the Member Digital Services.

Section 7. AP Access to Member Digital Services. Member will provide AP access to the Member Digital Services without charge, if requested by AP, as it relates to Member's use of AP Services and AP Material under this Agreement. In addition, to assist AP with development of digital products and services that reflect market trends and patterns, where commercially practicable and to the extent permitted under its online privacy policy, Member shall provide AP with data that can reasonably inform AP of User interest in AP Services and AP Material made available through the Member Digital Services. Such data may include the number of registered visitors, page views and other similar statistics; provided that, AP's request for data is not intended to cover any personally identifiable information of visitors to or users of Member Digital Services that Member may collect for its own business purpose. AP shall: (i) maintain the confidentiality of all data collected under this Section; and (ii) only use such data aggregated with the data from other Members. Implementation of obligations set forth in Section 5.2 and 5.3 above shall satisfy the requirement of this Section 7.

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Section 8. Material Breach. If either party determines that the other party has breached any of the provisions of this Agreement, the non-breaching party may immediately terminate or suspend its performance under this Agreement.

Section 9. Terms and Conditions. All provisions of the Membership Agreement are incorporated herein except to the extent inconsistent with this Agreement. This Agreement may be modified by AP by providing Member 30 days advance written notice of any such change; provided that such change is made generally applicable to all AP members who are party to the AP Digital Use Agreement. Upon notice of such change, Member shall receive an additional one-time option to terminate this Agreement prior to the expiration of the notice provided by AP.

IN WITNESS WHEREOF, authorized representatives of the Member and AP have executed this Agreement as of the date first written above.

The Associated Press

By Brian DeCesare
Name: BRIAN DeCESARE
Title: MANAGING Editor

By _____
Name: _____
Title: _____
Effective Date: _____, 20____

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ATTACHMENT A
List of Member Digital Services

Member Domains:

<u>MEMBER</u>	<u>City and State</u>	<u>URL</u>	<u>Branding if not in name of MEMBER Print Publication</u>
Woonsocket Call	Woonsocket, R.I.	www.woonsocketcall.com	
Pawtucket Times	Pawtucket, R.I.	www.pawtuckettimes.com	

Alert Services:

<u>MEMBER</u>	<u>City and State</u>	<u>Service Name</u>	<u>Branding if not in name of MEMBER Print Publication</u>
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RSS Services:

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<u>MEMBER</u>	<u>City and State</u>	<u>Service Name</u>	<u>Branding If not in name of MEMBER Print Publication</u>
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Wireless Services:

<u>MEMBER</u>	<u>City and State</u>	<u>Wireless Service</u>	<u>Branding If not in name of MEMBER Print Publication</u>
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Initials _____

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ATTACHMENT B

AP COPYRIGHT STATEMENT, NOTICE AND CREDIT

1. Member will prominently display a notice substantially in the form of the following notice to all Users and other visitors (whether an entity or any digital engine that crawls, searches, indexes, scrapes, copies, stores or transmits Web site content) to the Member Digital Services:

The following provision applies to all visitors (which shall include persons and representatives of legal entities, whether such representatives are persons or digital engines of a kind that crawls, indexes, scrapes, copies, stores or transmits digital content). By accessing this Web site or digital service, you specifically acknowledge and agree that: (i) Associated Press text, photo, graphic, audio and/or video material shall not be published, broadcast, rewritten for broadcast or publication or redistributed directly or indirectly in any medium, and shall be subject to all terms and conditions made available at the AP Terms and Conditions web page available here; (ii) No Associated Press materials nor any portion thereof may be stored in a computer except for personal and non-commercial use; (iii) The Associated Press will not be held liable for any delays, inaccuracies, errors or omissions therefrom or in the transmission or delivery of all or any part thereof or for any damages arising from any of the foregoing; (iv) The Associated Press is an intended third party beneficiary of these terms and conditions and it may exercise all rights and remedies available to it; and (v) The Associated Press reserves the right to audit possible unauthorized commercial use of AP materials or any portion thereof at any time.

2. Member shall display the following copyright notice updated each year on each item of AP Services used verbatim or substantially verbatim in Member Digital Services:

Copyright 2011 Associated Press. All rights reserved. This material may not be published, broadcast, rewritten, or redistributed.

3. Member will use best efforts to display the following copyright notice updated each year on each item prepared by or for Member in Member Digital Services that was derived from or based upon AP Services.

Copyright 2011 [Member Name]. All rights reserved. This material may not be published, broadcast, rewritten, or redistributed. AP contributed to this report.

4. Member also will display the following credit or attribution for each item or portions of AP Services used in Member Digital Services:

For text:	"(AP)" or "By The Associated Press", and where commercially practicable using reasonable efforts, visual representation of the "AP" logo.
For photos:	Visual representation of the "AP" logo on the photo, or immediately below, the words "Associated Press" and the photographer's byline.
For graphics:	Visual representation of the "AP" logo on graphic, or immediately below, the words "Associated Press."